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Union: **Elmira Professional Firefighters Association**

Local: **709**

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FF/6780

AGREEMENT
BETWEEN
THE CITY OF ELMIRA, NEW YORK
AND
THE ELMIRA PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 709
ELMIRA, NEW YORK
JANUARY 1, 2005 - DECEMBER 31, 2006

RECEIVED

JUN 14 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

AMENDED JANUARY 2006

60

AGREEMENT

This agreement entered into this _____ day of _____, 2005, by and between the City of Elmira, New York (hereinafter referred to as the "CITY") and Local 709, ELMIRA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, AFL-CIO, I.A.F.F. (hereinafter referred to as the "ASSOCIATION").

TABLE OF CONTENTS

ARTICLES	SUBJECT	PAGE
1	ORGANIZATION DESIGNATION	6
2	ASSOCIATION RECOGNITION	6
3	NO STRIKE PROVISION	6
4	EFFECTIVE DATE OF AGREEMENT	6
5	FUTURE NEGOTIATIONS	6
6	AMENDMENT	6
7	ENTRANCE REQUIREMENT	7
8	CIVIL SERVICE PROCEDURE	7
9	TRANSFER SENIORITY	7
10	SENIORITY	7
11	DUES AND AGENCY SHOP	8
12	RATES OF PAY	9
13	HOLIDAYS	9
14	LONGEVITY INCREMENTS	10
15	25 YEAR RETIREMENT	11
15A	20 YEAR RETIREMENT	11
16	NEW YORK STATE RETIREMENT BENEFITS	11
17	OVERTIME AND RECALL PAY	11
18	ACCIDENTAL DEATH BENEFIT	12
19	PAYMENT FOR UNUSED VACATION	12
20	TERMINAL LEAVE	12
21	SICK LEAVE	13

22	VACATION	13
23	ADDITIONAL LEAVE OF ABSENCE	14
24	RELEASE TIME	14
25	HOURS OF WORK	14
26	WORK SCHEDULES	15
27	OUT OF TITLE	15
28	FILLING OF VACANCIES	15
29	CLOTHING ALLOWANCE	15
30	RESIDENCY	17
31	GRIEVANCE AND ARBITRATION PROCEDURE	17
32	AGENCY SHOP	18
33	NO DISCRIMINATION	18
34	HEALTH AND SAFETY COMMITTEE	18
35	HEALTH INSURANCE	19
36	HEALTH INSURANCE BENEFITS FOR RETIREES	21
37	PERSONAL LEAVE	22
38	SAVING CLAUSE	22
39	OMNIBUS CLAUSE	22
40	CONSIDERATION	22
41	MANAGEMENT RIGHTS	22
42	204-A AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATION	23
43	DISCIPLINARY PROCEDURES	23
44	LABOR – MANAGEMENT COMMITTEE	24
45	PROCEDURES FOR THE ADMINISTRATION OF	

(1) ORGANIZATION DESIGNATION

The name of this organization shall be known as the Elmira Professional Firefighters' Association, AFL-CIO, I.A.F.F., and all future reference to this organization shall be as the Elmira Professional Firefighters' Association.

(2) ASSOCIATION RECOGNITION

The Elmira Professional Firefighters' Association shall be the exclusive representative of all employees within the job classifications set forth in Annex A of this Agreement, hereinafter referred to as "members" of the bargaining unit or, individual, as a "member" of the bargaining unit.

(3) NO STRIKE PROVISION

Pursuant to Section 207 (3) of the Civil Service Law the Elmira Professional Firefighters' Association hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

(4) EFFECTIVE DATE OF AGREEMENT

This Agreement shall take effect January 1, 2005, and shall remain in effect until December 31, 2006. It shall remain in effect from year to year thereafter, from January 1st through December 31st each year, unless amended or terminated in the way later provided herein. In the event this Agreement is amended pursuant to the terms of Article 6, it shall remain in effect, as amended, from year to year thereafter, from January 1st through December 31st each year.

(5) FUTURE NEGOTIATIONS

The parties hereto agree to commence negotiations for the contract year 2007, and either party must give notice to the other in writing not earlier than June 15th, or no later than the business day closest to July 15th, of its intention to commence negotiations. Until such time as final agreement is reached between the parties for the Agreement, which commences January 1, 2007, the provisions of this Agreement, as amended, shall remain in full force and effect, except for any Article, which expires by its terms.

(6) AMENDMENT

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, and signed by the parties hereto.

	SECTION 207-A GENERAL MUNICIPAL LAW FOR THE ELMIRA FIRE DEPARTMENT	24
46	PHYSICAL FITNESS POLICY	27
47	AGREEMENT	28
ANNEX A	OFFICIAL SALARY SCHEDULE	
ANNEX B	ACCIDENTAL DEATH BENEFIT	
ANNEX C	WORK SCHEDULE	
ANNEX D	GRIEVANCE PROCEDURE ORDINANCE	
ANNEX E	REMOVED	
ANNEX F	EARLY RETIREMENT INCENTIVE	
ANNEX G	HEALTH INSURANCE BENEFITS MANUAL	
APPENDIX 1	HEALTH INSURANCE GENERAL INFORMATION	
APPENDIX 2	MEMORANDUM OF UNDER- STANDING FOR HEALTH INSURANCE CHANGE	
	<i>APPENDIX 3 DURABLE MEDICAL GOODS</i>	

(7) ENTRANCE REQUIREMENT

On or after January 1, 1988, persons seeking employment with the Elmira Fire Department in the competitive civil service class must furnish proof they have attained a standard accredited four year high school diploma or an equivalent degree approved by the Regional Civil Service Commission.

(8) CIVIL SERVICE PROCEDURE

1. The City agrees that only one (1) eligibility list will be on file at any time for original appointment or promotion.
2. The City agrees to petition the New York State Civil Service Commission to hold promotional examinations for Fire Lieutenant, Fire Captain, Fire Marshal, Assistant Fire Marshal and Deputy Fire Chief every two years.
3. In no event shall an existing promotional list have duration of more than two (2) years.

(9) TRANSFER SENIORITY

Any member as represented by this Association, who transfers to the Fire Department from another branch of City service, and whose service is continuous and uninterrupted shall have such service credited to him/her for the purpose of computing vacation allowance and longevity increments.

(10) SENIORITY

1. The City shall establish a seniority list and it shall be brought up to date as of January 1st of each year and immediately posted thereafter on the Central Fire Station and all sub-station bulletin boards. The City and the Association will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. The City agrees to furnish the secretary of the Association with a copy of the seniority list.

2. Seniority shall be by classification as follows:

- (a) privates according to the day of appointment;
- (b) officers according to the day of permanent promotion in rank.

3. On November 1st of each year the Chief will post a notice on all bulletin boards identifying all permanent vacancies. Any member desiring a transfer must notify the Chief's office by November 15th, indicating which vacancy he/she desires.

The Chief will fill the vacancies by seniority giving preference to the most senior member. If any vacancies exist which cannot be filled in this manner, the Chief may fill these vacancies with a temporary transfer of the least senior member from the shift with the most manpower.

The Chief of the department may deny any transfer if there is a valid reason for the

denial. The reason for denial will be given to the member, in writing, if requested.

When a vacancy exists in the Fire Prevention Bureau, the Chief will post a notice on all bulletin boards for fifteen (15) days. Members interested in the position must notify the Chief's office during this time. The final decision on filling of these vacancies and transfers shall be decided by the department's Chief resulting from evaluation of pertinent factors of any member of the department.

In cases involving transfers, it may be necessary to reschedule the member's vacation. If this becomes necessary, the Chief will work with the member and attempt to reschedule the vacation at a time acceptable to the member, however, maintaining an acceptable level of Firefighters on duty at any one time shall have priority.

4. An employee's length of service shall not be reduced by time lost due to sick or injury leave, or authorized leave of absence.

5. In the event that two (2) or more employees report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appear on the eligibility list from which their appointment to such classification is made with the employee standing higher on such eligibility list having the higher seniority.

(11) DUES AND AGENCY SHOP FEE CHECK-OFF

1. Subject to Section 210(3) of the Civil Service Law, the City agrees to make a bi-weekly payroll deduction of Association dues for any member of the bargaining unit, upon receipt by the City Chamberlain (hereinafter referred to as the "Chamberlain") of a signed authorization for such deduction from the member, and to thereafter transmit said deductions to the Treasurer of the Association, together with a record of the names of the members for whom said deductions were made, and the amount of deduction for each member.

The City shall begin the deduction described herein with the first payroll period following receipt by the Chamberlain of a member's signed authorization.

Any member may cancel a dues deduction authorization by submitting a signed cancellation to the Chamberlain at least thirty (30) days prior to the effective date of cancellation. The City agrees to notify the Association of the receipt of any such cancellation.

2. Subject to Section 210(3) of the Civil Service Law, the City agrees to make a biweekly payroll deduction of the "agency shop fee", in accordance with Article 32 of this Agreement, and to thereafter transmit said deductions to the Treasurer of the Association, together with a record of the names of the members for whom the deductions were made, and the amount of deduction for each member.

The City shall begin the deduction described herein with the first payroll period following receipt by the Chamberlain of a notice from the President of the Association that a member has resigned or has been removed from membership in the Association or has failed to

make application for membership in the Association within the time period described in Article 32 of this Agreement.

3. If the amount of Association dues is changed during the term of this Agreement, the Association shall notify the Chamberlain in writing, and the City agrees, upon such notification, to make deductions of the new amount, as described in subparagraphs 1 and 2 hereinabove.

The City shall begin the deduction of the new amount described herein with the second payroll period following receipt by the Chamberlain of the Association's notice.

4. The Association agrees to refund any amount of the Association dues, or agency shop fees, paid to it by the City in error, upon presentation of proper evidence of such error.

5. The Association shall indemnify the City, and hold the City harmless, against any and all liability, which may arise by virtue of actions which the Association, has requested the City to take, or not to take in connection with the payroll deduction of Association dues.

(12) RATES OF PAY

1. The Official Salary Schedule for all members as represented by this Association shall be effective January 1st of each year and shall read as shown in Annex "A" of this document.

2. All employees as represented by this Association shall be entitled to any salary and wage increases granted to this Association by the City.

3. All members of this Association shall move from the minimum step in the pay range to the maximum step in annual increments. All newly appointed employees shall receive their initial increments on the first (1st) of January following their appointment and annually thereafter. All other employees shall receive any yearly increments due them on the first (1st) of January of said year.

(13) HOLIDAYS

1. Each member of the Association shall be paid for twelve and one-half (12 ½) holidays per year except as provided elsewhere herein; such holidays shall be designated as follows:

- | | |
|-------------------------------|-------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King Jr. Day | 9. Thanksgiving Day |
| 3. President's Day | 10. Floating Holiday |
| 4. Memorial Day | 11. ½ Day-December 24th |
| 5. Independence Day | 12. Christmas Day |
| 6. Labor Day | 13. Floating Holiday |
| 7. Columbus Day | |

2. Except as set forth in paragraph 7, each member of the Association may elect to receive pay in lieu of taking holidays.

3. No member of the Association shall be disqualified from or denied any holiday if, at

the time of the occurrence of such holiday, such member was off duty as a result of a regular day off, regular vacation, or sickness, except as set forth in paragraph 7.

4. The rate of pay for the purpose of holiday pay shall be calculated at the rate of $1/10^{\text{th}}$ of the bi-weekly salary for each holiday.

5. The holiday pay shall be paid in a lump sum on the first payday in the month of December and shall be calculated at the pay step and bracket of each member at the time of payment.

6. Time off shall be allowed to any member of the Association who so elects such time off in lieu of holiday pay and qualification for such time off shall be defined by the criteria set forth in Items 2 and 3 of this Article. Days off for holidays will be scheduled by the Chief of the Department. Elections of the option to accept holiday pay or time off shall be made by qualifying employees prior to January 1st of each year. *For the purpose of this section, for Firefighters on the twenty-four (24) hour work schedule, 12 1/2 holidays equal 6 1/2 twenty-four (24) hour workdays. For all others, 12 1/2 holidays equal 12 1/2 workdays.*

7. An employee sick or disabled shall qualify for holiday pay even though not actively working. For the purpose of this section, for firefighters on the twenty-four (24) hour work schedule, an employee shall qualify for holiday pay for those holidays falling within thirty (30) workdays plus one (1) additional workday for each year of service, commencing at the time of illness or injury. For all others, employees shall qualify for holiday pay for those holidays falling within sixty (60) workdays plus two (2) workdays for each year of service, commencing at the time of illness or injury.

8. Members of the Association shall, during their first year of membership with the Department, be entitled to only those holidays, which occurred after their employment with the City, and qualification for such holidays shall be defined by the criteria set forth in Items 2 and 3 of this Article.

9. Veteran's Day and Memorial Day. Any member of the Fire Department entitled to time off for Veteran's Day or Memorial Day under the provisions of Section 63 of the Public Officers Law, may elect to forego such benefits, and elect in lieu thereof to receive payment.

(14) LONGEVITY INCREMENTS

1. Each Firefighter represented by this Association shall receive a longevity step at the eight (8), ten (10), twelve (12), and twenty (20), year level of service. Such longevity steps to be commensurate with his/her pay grade as represented in Annex A of this Agreement.

2. Each Fire Lieutenant, Fire Captain, Assistant Fire Marshal, Fire Marshal, and Deputy Fire Chief shall receive a longevity step at the fifteen (15), seventeen (17), and twenty (20) year level of service. Such longevity steps to be commensurate with his/her pay grade as represented

in Annex A this Agreement.

3. Members of the Association who are eligible for any longevity steps during the term of this Agreement shall receive said longevity step on the first (1st) of January of said year in which they attain such anniversary.

(15) 25 YEAR RETIREMENT PROGRAM

All members of the New York State Retirement Program, who are represented by this Association, shall be allowed the privilege of participating in the 1/60th additional retirement allowance for each year of additional service over 25 years. Effective date for the provisions of this paragraph to be January 1, 1968 (Section 384-f,g,h).

The provisions of this Article shall be administered according to Section 384 of the New York State Local Police and Fire Retirement System.

(15)(A) TWENTY (20) YEAR RETIREMENT PROGRAM

Effective January 1, 1989, all members of the New York State Local Police and Fire Retirement System, who are represented by this Association, shall be allowed the privilege of participating in the Twenty (20) Year New York State Retirement Program (Section 384-d).

The provisions of this Article shall be administered according to Section 384 of the New York State Local Police and Fire Retirement System.

(16) NEW YORK STATE RETIREMENT BENEFITS

The City agrees to enact the necessary legislation to allow all members of the New York State Retirement System, who are represented by this Association, the privilege of participating in the following retirement benefits:

- (a) One Year Final Average Salary
- (b) Purchase of Veterans Credit for World War II Service
- (c) Ordinary Death Benefit

(17) OVERTIME AND RECALL PAY

1. Any member of this Association who, at the direction of competent authority, is held over at the end of his/her normal tour of duty shall be compensated for time worked at the overtime rate which is applicable to the respective classification in which the member is then employed, as set forth in the Official Salary Schedule. Such overtime compensation shall not be paid for situations in which the member is held over as the direct result of his/her replacement's tardiness for a scheduled tour of duty.

2. If any member is recalled from off duty by competent authority, he/she shall be compensated for all hours actually worked or a minimum of two hours (whichever is greater) at

the overtime rate which is applicable to the respective classification in which the member is then employed, as set forth in the Official Salary Schedule.

3. All payments, provided for in this paragraph shall be in accordance with existing statutes, rulings and opinions of the State of New York and its Departments and Agencies.

4. Compensation for overtime/recall time worked shall be paid monthly and not later than the second pay period of the month.

(18) ACCIDENTAL DEATH BENEFIT

1. The Accidental Death Benefit Ordinance as amended by the New York State Legislature, shall continue in full force and effect.

2. The Provisions of this paragraph shall be administered in accordance with the Council Resolution adopted April 11, 1966, and is Annex B of this document.

(19) PAYMENT FOR UNUSED VACATION

1. Any member of this Association whose employment is voluntarily terminated, shall receive the monetary value of accumulated and unused vacation time, or time allowance granted in lieu of overtime compensation standing to the credit of said employee or officer at the time of his separation from service.

2. Such compensation will be paid to the legatee or distributee of said officer or employee who dies in service.

3. Provisions of the paragraph shall be administered in accordance with Council ordinance adopted July 23, 1962 and payment for same shall be at the rate of 1/10th of the bi-weekly salary for each day *as defined in Article 22*.

(20) TERMINAL LEAVE

1. Each member of this Association upon ordinary service or disability retirement shall, in addition to all other benefits to which he/she is entitled, receive terminal pay which shall be equivalent of sixty (60) percent of the unused portion of the member's accumulated sick leave. Twelve (12) sick leave days per year can be earned annually toward the maximum accumulation of two hundred (200) days total. Sick leave days actually used in excess of twelve days per year will be deducted from the accumulation. The amount of terminal pay shall be sixty (60) percent of two hundred (200) sick leave days (if accumulated sick leave days equal two hundred (200), or sixty (60) percent of such lesser accumulation of sick leave days earned by the member at the time of his/her retirement (if accumulated sick leave days are less than two hundred (200)).

2. In the event of the death of a member of this Association, his or her lawful heir shall receive the same benefits provided in paragraph one of this section.

3. Payment shall be in a lump sum and calculated at the rate of 1/10th of the biweekly salary for each day.

4. *For the purpose of this Article, the maximum accumulation of two hundred (200) days shall be reduced by two (2) days for each sick day used by Firefighters working a 24-hour work schedule. All others shall have their maximum accumulation reduced by one (1) day for each sick day used.*

(21) SICK LEAVE

1. When any member of this Association working a 24 hour work schedule is absent from duty on account of sickness, full pay for lost time shall be granted at the rate of *thirty (30)* working days per year, plus *one (1)* additional working days per year for each year of continuous service with the City of Elmira. *All others will accrue sick leave at the rate of sixty (60) working days per year plus two (2) additional working days per year of continuous service with the City of Elmira. The provisions of this section shall not serve as a basis for the computations of terminal leave allowance.*

2. A sick leave day, by definition, shall be the same as the workday from which the person was absent due to illness. For the purpose of this Article, a workday is defined in Article 25.

3. For the purpose of this Article, a sick leave day shall mean one (1) workday irrespective of any future change in the length of a workday.

(22) VACATION

1. Full pay shall be granted all members of this Association during their annual period of vacation. *Beginning in the year 2003, for the purpose of this Article, for those working a 24 work schedule, twenty-one (21) days is the equivalent of seven and one-half (7.5) tours of duty as defined in Article 25. For all others, twenty-one (21) working days are twenty-one (21) tours of duty. A tour of duty is defined in Article 25(1).*

2. No member of this Association shall be considered to be on vacation leave, if at the time that such vacation leave is scheduled to take place, or if at the time the member is actually on vacation, at the same time he/she is either hospitalized as an inpatient or on-duty incurred injury leave, which the Department Chief's discretion, precludes his/her taking vacation.

3. Vacation time accrues as of the date of employment, but does not vest until one year of service has been completed.

4. 4.5 Kelly Days are accrued by those working a twenty-four (24) hour work schedule each year due to the 42 hour work week. These 4.5 days are added to the 7.5 vacation days for a total of 12 days for the purpose of scheduling vacations.

(23) ADDITIONAL LEAVE OF ABSENCE

1. *For those working a 24 hour work schedule, a leave of absence not to exceed one (1) working day with full pay shall be granted for the death of a brother-in-law, sister-in-law, grandparents, nephews, nieces, aunts and uncles, father, mother, sister, brother, wife or husband, child, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, foster or step-parent. For all others, a leave of absence not to exceed one (1) working day with full pay shall be granted for the death of a brother-in-law, sister-in-law, grandparents, nephews, nieces, aunts and uncles and three (3) days leave of absence with full pay in the event of death of the employee's father, mother, sister, brother, wife or husband, child, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, foster or step-parent.*

2. This additional leave of absence under this section is in addition to any annual vacation, holidays, and sick leave.

(24) RELEASE TIME

1. An up-to-date list of the names of all stewards of the Elmira Professional Firefighters' Association shall be kept on file with the Chief of the Fire Department. There shall be a limit of nine (9) stewards; two (2) on each shift and one (1) on the day crew. Each Steward and union official will be allowed to use up to one (1) hour each day to perform his/her duties with regard to the Elmira Professional Firefighters' Association. This time will be limited to legitimate union business and to the Steward's normal working hours.

2. The City will grant release time with pay to officers and delegates designated by the Association for union business. This time shall be limited to a maximum of three (3) members at any one time, and to the specific purpose for which the time was granted. In no event will released time with pay exceed five (5) calendar days for any single purpose.

3. The City shall grant release time with pay to officers and delegates designated by the Association for the purpose of attending the New York State Firefighters' Convention and the International Association of Firefighters' Convention. This time shall be limited to a maximum of two (2) members at any one time and to the period of the Convention, plus reasonable travel time, if such is needed.

(25) HOURS OF WORK

1. *The basic workday of a member of the firefighting force as covered by this Agreement shall be consistent with the work schedule, Annex C.*

A. The basic workday for Firefighters working a 24-hour work schedule shall be:

7:15 A.M. to 7:15 A.M. the next calendar day

B. The basic workday for all others shall be:

8:00 A.M. to 6:00 P.M.

2. Nothing set forth in this or any other Article shall serve to diminish any right or benefit accruing to members of the bargaining unit under the existing collective bargaining agreement. The parties have sought by this amendment to realign the language of the various articles to accommodate the change in circumstances created by the adoption of a 24-hour work schedule. To the extent that the realignment results in unintended or unforeseen consequences, the parties deem it important to signify their shared intention that the realignment is not intended to diminish the rights or benefits currently enjoyed by members of the bargaining unit.

(26) WORK SCHEDULES

The official work schedule for this Association, for the duration of this Agreement, provides for a four-year rotation of the work schedule, which is contained in Annex C of this Agreement.

(27) OUT OF TITLE WORK

1. When a member of this Association assumes the responsibility of a higher rank than his/her regular rank, he/she shall be appointed to the higher rank subject to and under the criteria of the Civil Service Law, and he/she shall be compensated for working in that position for the time worked, which shall reflect the difference between his/her regular salary and the salary of the particular grade of responsibility which he/she is assuming pursuant to his/her appointment.

2. Compensation for out of title work shall commence on the first workday of the out of title assignment.

(28) FILLING OF VACANCIES

When a vacancy occurs in a competitive class of the Fire Department and a Civil Service eligibility list is in existence for the particular grade in which the vacancy exists, it shall be filled immediately. In the event a vacancy is not to be filled immediately, the Association will be notified, stating the reason therefore.

(29) CLOTHING ALLOWANCE

1. Upon appointment to the Fire Department, the employee will be furnished the following items by the City of Elmira:

(a) At the time of appointment:

1. Three (3) pair of Blauer Model # 8821 Four Pocket Trousers.
2. Three (3) Blauer Short Sleeve Shirts Model # 8713 or Blauer Long Sleeve Shirts Model # 8703.
3. One (1) Cairns 1044 Helmet, black or white, to include Bourke eyeshields,

ESS inner zone 2 goggles with goggle sleeve and six (6) inch front # FP19/30P.

4. a. One (1) Globe 7 oz. Black Advance GX-7 Jacket to include Aralite quilt thermal liner, RT7100 moisture barrier, NYC lime yellow Scotchlite trim, 3" lime yellow Scotchlite letters row B: ELMIRA, 13P Radin pocket left chest, Survivor flashlight holder right chest, two (2) lime yellow Scotchlite left sleeve and black suede cuffs.

b. One (1) Globe 7 oz. Black Advance GX-7 Trouser to include Aralite quilt thermal liner, RT7100 moisture barrier, 3" lime yellow Scotchlite trim around cuffs, Arashield knees, padded knees, two (2) 3" lime yellow Scotchlite letters lower right leg and black suede cuffs.
5. One (1) pair of Black Diamond Model # 9451 Kevlar lined insulated rubber kneeboots with lug sole.
6. One (1) pair of Tempo pro fire gloves.
7. One (1) work uniform jacket.

(b) At the time of permanent appointment: *see memo bid*

1. One (1) Fecheimer Storm Chief dress overcoat - Lot 3816.
2. One (1) Horace Small Mount Pleasant white dress shirt - Lot #940.
3. One (1) pair of Horace Small dress pants - navy - Lot #226, 55% poly- 45% wool.
4. One (1) navy - poly - clip-on tie.
5. One (1) standard firefighter's bell type dress uniform hat.

2. Replacement of any of the above items of clothing or equipment will be at the request of the person in need of replacement upon approval by the shift or bureau supervisor. Replacement items shall be either those set forth in Section "1" above or items of equal or greater quality. Replacement will be on the quartermaster system.

3. If any issue of diminished quality should arise with the respect to any original issue or replacement item herein above referenced, said issue shall be referred, upon demand by the Association, to binding arbitration under the auspices of and in accordance with the rules of the American Arbitration Association.

4. Each member of this Association shall receive a clothing cleaning allowance of Seven Hundred Dollars (\$700.00) annually. The clothing allowance is intended for the cleaning of station work uniforms and the department dress uniform and for no other purpose. The clothing allowance will be paid in a lump sum annually on the first day of June.

**MEMORANDUM OF UNDERSTANDING BETWEEN
ELMIRA PROFESSIONAL FIREFIGHTERS LOCAL 709
AND
CITY OF ELMIRA**

Dec.
This Memorandum of Understanding dated November 13, 2005, memorializes the Agreement of the following parties:

THE CITY OF ELMIRA, NEW YORK, a municipal corporation having the principal office at 317 East Church Street, Elmira, New York 14901 (hereinafter referred to as "City"), and

THE ELMIRA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 709, ELMIRA, NEW YORK (hereinafter referred to as "EPFFA"),

WITNESSETH:

WHEREAS, each party wishes to update Article 29 of the Collective Bargaining Agreement (Clothing Allowance) to reflect agreed changes and upgrades in equipment to be provided by the City to employees in Local 709,

NOW, THEREFORE, the parties agree as follows:

1. This Memorandum of Understanding amends the Collective Bargaining Agreement (hereinafter referred to as the "CBA") between the City and EPFFA, but only to the extent of the hereinafter stated changes to Article 29 (Clothing Allowance); in all other respects, the remaining terms of Article 29 and all of the other Articles, provisions, annexes, and appendices of the CBA are continued in full force and effect.
2. Article 29 (Clothing Allowance) is amended in the following particulars:
 - a. Article 1(a)(1) is revised to read as follows:

Three (3) pair of Blauer Model #8821 Four Pocket Trousers
 - b. Article 1(a)(2) is revised to read as follows:

Three (3) Blauer Short Sleeve Shirts Model # 8713 or Blauer Long Sleeve Shirt Model # 8703.

c. Article 1(a)(3) is revised to read as follows:

One (1) Cairns 1044 Helmet, black or white, to include Bourke eyeshields, ESS inner zone 2 goggles with goggle sleeve and 6 inch front #FP19/30P.

d. Article 1(a)(4)(a) is revised to read as follows:

One (1) Globe 7oz. Black Advance GX-7 Jacket to include Aralite quilt thermal liner, RT7100 moisture barrier, NYC lime yellow Scotchlite trim, 3" lime yellow Scotchlite letters row B: ELMIRA, 13P Radio pocket, left chest, Survivor flashlight holder, right chest, two (2) lime yellow Scotchlite left sleeve and black suede cuffs.

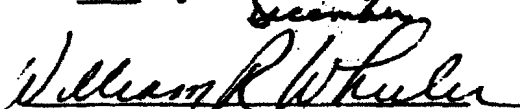
e. Article 1(a)(4)(b) is revised to read as follows:

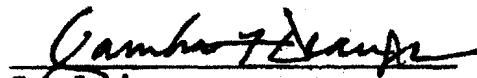
One (1) Globe 7 oz. Black Advance GX-7 Trouser to include Aralite quilt thermal liner, RT7100 moisture barrier, 3" lime yellow Scotchlite trim around cuffs, Arashield knees, padded knees, two (2) 3" lime yellow Scotchlite letters, lower right leg and black sued cuffs.

f. Article 1(a)(5) is revised to read as follows:

One (1) pair Black Diamond Model #9451 Kevlar lined insulated rubber kneeboots with lug sole.

IN WITNESS WHEREOF, the parties by their signatures acknowledge their agreement this 13 day of November, 2005.


William R. Wheeler
President Local 709


Sam Iraci
City Manager, City of Elmira

**MEMORANDUM OF UNDERSTANDING BETWEEN
ELMIRA PROFESSIONAL FIREFIGHTERS LOCAL 709
AND
CITY OF ELMIRA**

This Memorandum of Understanding dated November ^{Dec} ~~11~~ 13, 2005, memorializes the Agreement of the following parties:

THE CITY OF ELMIRA, NEW YORK, a municipal corporation having the principal office at 317 East Church Street, Elmira, New York 14901 (hereinafter referred to as "City"), and

THE ELMIRA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 709, ELMIRA, NEW YORK (hereinafter referred to as "EPFFA"),

WITNESSETH:

WHEREAS, each party wishes to update Article 29 of the Collective Bargaining Agreement (Clothing Allowance) to reflect agreed changes and upgrades in equipment to be provided by the City to employees in Local 709,

NOW, THEREFORE, the parties agree as follows:

1. This Memorandum of Understanding amends the Collective Bargaining Agreement (hereinafter referred to as the "CBA") between the City and EPFFA, but only to the extent of the hereinafter stated changes to Article 29 (Clothing Allowance); in all other respects, the remaining terms of Article 29 and all of the other Articles, provisions, annexes, and appendices of the CBA are continued in full force and effect.
2. Article 29 (Clothing Allowance) is amended in the following particulars:
 - a. Article 1(a)(1) is revised to read as follows:

Three (3) pair of Blauer Model #8821 Four Pocket Trousers
 - b. Article 1(a)(2) is revised to read as follows:

Three (3) Blauer Short Sleeve Shirts Model # 8713 or Blauer Long Sleeve Shirt Model # 8703.

ADDENDUM # 1
FORM FOR SUBMISSION OF BID
ELMIRA FIRE DEPARTMENT STATION AND DRESS UNIFORMS

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	14	Romart Navy Blue double breasted dress blouse coat made to measure of same material as Horace Small # 2123 or Fecheimer # 34291 dress pants.		
2	8	Navy bell style serge hat / silver F.D. buttons/adjustable band (equal to Hankin adj.)		
3	4	Navy bell style hat/black velvet band and silver F.D. buttons and silver snake braid/adjustable band (equal to Hankin adj.)		
4	2	White bell style hat/black velvet band, gold F.D. buttons and gold snake braid/adjustable band. (Equal to Hankin adj.)		
5	5	Navy Dacron/wool knit clip-on tie		
6	5	Long sleeved, white dress shirt "Elbeco # 310"		
7	25	Short sleeved, white dress shirt "Elbeco # 3310"		
8	20	Navy Dacron/wool dress pants - "Horace Small # 2123" or "Fecheimer # 34291"		
9	5	Long sleeved, medium blue "Blauer # 8431" work shirt with patch		
10	35	Short sleeved, medium blue "Blauer # 8421" work shirt with patch		
11	10	Long sleeved, white "Blauer # 8900" dress shirt with patch		
12	10	Short Sleeved, white "Blauer # 8910" dress shirt with patch		
13	65	Dark navy, four pocket work trousers "Blauer # 8821"		
TOTAL GROSS SUM BID IN FIGURES:				
TOTAL GROSS SUM BID IN WORDS:				

BID DEPOSIT: _____

NAME AND TITLE OF PERSON PREPARING BID _____

BUSINESS ADDRESS AND TELEPHONE, AND FAX NUMBERS OF PERSON PREPARING BID _____

SIGNATURE OF PERSON PREPARING BID _____

DATE _____

NAME OF PERSON, FIRM, OR CORPORATION ON WHOSE BEHALF BID IS BEING MADE _____

(30) RESIDENCY REQUIREMENTS

The present residency requirements allowing members of the Elmira Fire Department the privilege to reside within the limits of the County of Chemung, shall continue in full force and effect.

(31) GRIEVANCE AND ARBITRATION PROCEDURE

In the event of a dispute between the parties to this Agreement, either party shall have the right to resolve the dispute according to the provisions of the Grievance procedure, which is Annex D of this document, except that Annex D is amended and superseded in the following particulars:

"Grievance shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement between the parties; or of the existing laws, rules, procedures, regulations, administrative orders or work rules of the City of Elmira or a department thereof that relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees."

"Probationary employees -- It is agreed by and between the parties that any employee working in a probationary status may be discharged at the sole discretion of the City and shall not have a right to access the grievance procedure described elsewhere herein. The City agrees not to violate the state or federal civil rights of any probationary employee in exercising its rights under this provision.

ARBITRATION

a. If the employee or the Association is dissatisfied with the Third Stage decision, either may submit the grievance to single person arbitration by filing a demand with the City within fifteen (15) work days from receipt of the Third Stage decision.

b. The employee or the Association shall, within the same time period, file a request with the American Arbitration Association requesting a panel for the selection of an arbitrator in accordance with its rules

c. The arbitration shall thenceforth be pursued in accordance with the rules of the American Arbitration Association.

d. The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator shall not have authority to vary the terms of the collective bargaining agreement between the parties.

e. All costs related to the arbitration process shall be equally shared by the Association and the City.

(32) AGENCY SHOP

The City shall recognize the form of union security known, in accordance with the Civil Service Law, as the "agency shop".

Any member of the bargaining unit who is employed as of January 1, 1979, who is not an Association Member, and who does not make application for membership in the Association within thirty days after the execution of this Agreement, and any member who is appointed after January 1, 1979 and during the term of this Agreement, who does not make application for membership in the Association within thirty days after the member's appointment, and any Association Member who, during the term of this Agreement, is removed from membership in the Association, shall, as a condition of employment, have deducted from the member's bi-weekly wage, for payment to the Association by the City, an amount of money to be called the "agency shop fee" equal to the regular Association bi-weekly dues, as a contribution towards the administration of this Agreement.

The Association shall establish and maintain a procedure providing for the refund to any member demanding the return of any part of an agency shop fee which represents the members pro rate share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Nothing herein shall be deemed to require a member to become an Association Member.

(33) NO DISCRIMINATION

The City and the Association agree not to limit employment with the city or membership in the association and that neither party will discriminate in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

(34) HEALTH AND SAFETY COMMITTEE

There shall be a Safety Committee during the term of this Agreement.

The Safety Committee shall consist of two representatives appointed by the City, and two representatives appointed by the Association.

The Safety Committee shall meet within forty-eight hours upon call by the City Manager or the President of the Association.

There shall be no quorum of the Safety Committee unless at least one of the two representatives appointed by the City and at least one of the two representatives by the Association are present at a scheduled Safety Committee meeting.

A decision of the Safety Committee shall be made by majority vote of an equal number of representatives appointed by the City and representatives appointed by the Association and shall be binding on both Parties.

Any Decision of the Safety Committee shall be in writing.

In the event the Safety Committee reaches a deadlock, the question of safety before the Safety Committee shall be referred to binding arbitration utilizing the services of the American Arbitration Association.

The Safety Committee, or an arbitrator, shall have jurisdiction over all matters of safety to the members of the bargaining unit, which arise in individual, specific factual situations during the term of this Agreement. Neither the Safety Committee nor an arbitrator shall have jurisdiction to consider general minimal manning requirements and, furthermore, neither the Safety Committee nor an arbitrator shall have jurisdiction to direct the City to hire additional personnel; however, the City agrees not to challenge the jurisdiction of the Safety Committee or an arbitrator on the basis that the City is unable to implement the decision of either by hiring additional personnel.

(35) HEALTH INSURANCE

1. Effective January, 1 1984, and continuing for the term of this Agreement, the City, at its own expense except as set forth in paragraph four, will purchase for each member of the Association fully paid family coverage for hospital, medical, dental and related health care.

2. Effective April 2005, the City changed their self funded insurance plan to a commercial insurance plan. The City agrees to include in this plan all State mandated benefits contained in the previous plan of self-insured insurance as well as any new State mandates that shall become available during the term of this current collective bargaining agreement and its successors, absent further agreement of the parties to the contrary.

The parties further agree that in the event that fully insured has the practical effect of diminishing presently available coverage, either party remains free to seek appropriate relief in any form. Each party agrees that it will not assert an issue of timeliness in the event that any such remedy is pursued.

3. The health insurance plan contemplated by this Agreement will be purchased through Blue Cross/ Blue Shield (hereinafter BC/BS). The City reserves the right to change carriers upon the expiration of this Agreement, but expressly agrees not to diminish existing coverage in that event (Which is contained in Annex G – Appendix 1 of this agreement). This issue of diminishing coverage shall be referred, upon demand by the Association, to binding arbitration under the auspices of and in accordance with the rules of the American Arbitration Association.

4. The health insurance plan contemplated by this Agreement shall incorporate the maximum benefit levels in each category presently offered by BC/BS subject to the following:

- (a) Vision care coverage will be Platinum 12 Vision Plan;**
- (b) The prescription medicine rider shall obligate the covered employee to co-pay seven dollars (\$7.00) for brand name drugs and zero (\$0) co-pay for generic brand drugs;**

- (c) Dental coverage provided is the Preferred Dental Plan offered by GHI.
- (d) Major Medical -- maximum current benefits, without annual cap or limitations, not to exceed a lifetime cap of one million dollars (\$1,000,000.00); and
- (e) Each member will contribute thirty dollars (\$30.00) per pay period as a contribution toward the overall cost of health insurance benefits effective upon the first payroll period following ratification by the parties.
- (f) The Pre-admission review for Large Case Management.
- (g) Pre-certification review.

5. In recognition of the parties' joint interest in containing the rising cost of prescription drugs, the following prescription drug program will be established:

- a. The City will establish one Pharmacy Benefit Manager for the dispensing of both retail and maintenance mail drugs. The Pharmacy Benefit Manager shall be BC/BS/ FLRx. The Pharmacy Benefit manager may be changed upon mutual consent of the parties.
- b. Members will be required to use generic drugs whenever such substitution can be made unless the member's physician does not agree to the use of a generic drug for a particular illness. The member's physician will have final say on all dispensed drugs to the member. There will be no additional cost to the member other than the agreed co-pay.
- c. In this case where a generic drug is not available, members will be required to use an appropriate replacement drug as listed on the FLRx preferred formulary list unless the member's physician does not agree with the drugs on this list. The member's physician will have the final decision on all dispensed drugs to the member. There will be no additional cost to the member other than the agreed co-pay.
- d. New Drugs on the market: The member's physician will have the final decision on whether new drugs on the market will be dispensed to the member and if a new drug is prescribed, the member will comply with paragraphs "b" and "c" herein above to the extent applicable.
- e. Appeals Process: Drugs will be dispensed as prescribed by the doctor. If a generic or formulary drug is available, the Pharmacy Benefit Manager will contact the member's doctor and request the use of a generic or formulary replacement. The final decision will remain with the member's doctor.
- f. The City and Local 709 agree to work together to communicate to

members the impact of rapidly rising costs of prescription drugs and encourage members to use lower costing equivalent drugs and the mail program, when appropriate.

6. Employees who decline health insurance coverage will be paid 50% of the value of the appropriate coverage (single or family). Employees who have family coverage who convert to single coverage will be paid 50% of the value of the difference between the two coverages. Payment will be made in a lump sum in December of each year.

It is understood that the intent of this benefit is for the employee to opt out of coverage for a full year, but the City will allow employees to re-enroll in coverage with adequate notice. Employees with pre-existing conditions will be allowed to re-enroll in the plan. If employees wish to re-enroll, they must notify the Personnel Department at least 10 days before the first of the following month upon which the coverage will be effective.

The City will notify employees of this benefit on an annual basis. Employees who decline health insurance with the City shall provide proof to the City of alternate health insurance coverage.

(36) HEALTH INSURANCE BENEFIT FOR RETIREES

1. The City will pay one hundred percent (100%) of the premium requirements to maintain current health insurance benefits for certain retirees. These one hundred per cent (100%) premiums will be paid for such retirees for a period of one hundred and forty four (144) months following retirement. Thereafter, the employees, to maintain these benefits, shall pay full premiums to the City Chamberlain.

Retirees eligible for this benefit are those who retire on or after January 1, 1996, and have had twenty (20) years full time service preceding date of retirement, and (a) are drawing pension from the New York State Retirement System, or (b) are drawing a pension disability benefit from the Social Security System.

It shall be the employee's responsibility to make application for these benefits at the City Chamberlain's Office.

2. Spousal Coverage. Retirees are entitled to twelve (12) years of fully paid health insurance coverage. Should a retiree be married and die during the one hundred and forty four (144) month period the surviving spouse shall be entitled to the balance of the one hundred and forty four (144) month retiree health insurance.

3. Buy Out Option. Retirees are entitled to twelve (12) years of fully paid health insurance coverage. If, at any time during a retiree's twelve (12) year entitlement, that retiree takes employment elsewhere or wishes to be covered under a spouse's plan, the retiree will be eligible to make take following election: (1) The retiree may elect on the date he or she commences employment or wishes to transfer to a spousal plan, to enroll in the new employer's or spouse's plan; (2) In the event the retiree elects to enroll in the new employer's or spouse's health insurance plan, the City agrees to pay to the retiree 50% of the actual premium (individual or

family plan, as applicable) for the calendar year in which the election is made; (3) The election, to be binding, must be made in writing, addressed to the Director of Personnel of the City of Elmira; (4) The election, once made, shall be binding upon the retiree for one year from the date of election, absent loss of coverage; (5) In the event of loss of coverage under the new health insurance plan, the retiree automatically reverts to full paid coverage under the City's plan; and (6) The payment contemplated by this section will be made by the City on December of the year in which the election is made.

(37) PERSONAL LEAVE

An employee shall be allowed (2) personal leave days in each calendar year for personal business. These days may not be accumulated from year to year. A request for a personal leave day must be submitted in writing forty-eight (48) hours in advance unless in an emergency, when all possible advance notice shall be given. Leave days must be in minimum segments of half days.

(38) SAVING CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction to the extent of making the Article or Section inoperable, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

(39) OMNIBUS CLAUSE

This Agreement shall be governed by the Constitution, the Public Employee Fair Employment Act, other provisions of the Civil Service law, the Judiciary Law, Resolutions, Ordinances, and Local Laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law or this Agreement. In the event any provisions in this Agreement are inconsistent with any General, Special, Local Law or Ruling of the State Department, any such provisions shall be of no effect.

(40) CONSIDERATION

The consideration for the execution of this binding agreement is the covenants mutually expressed herein and arrived at by the Parties hereto.

(41) MANAGEMENT RIGHTS

Except as expressly limited by the expressed provisions of this Agreement, the City retains all of the authority, rights and responsibilities possessed by it, including, but not limited to, the right to determine the mission, purposes and objectives of the City; to include the examination, selection, recruitment, hiring or promotion of employees pursuant to law; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; and to discipline or discharge

employees in accordance with law and the provisions of this Agreement.

**(42) 204-A AGREEMENT BETWEEN PUBLIC EMPLOYERS
AND EMPLOYEE ORGANIZATION**

1. ANY WRITTEN AGREEMENT BETWEEN PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATION OF PUBLIC EMPLOYEES DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

2. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

3. WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

(43) DISCIPLINARY PROCEDURES

1. No employee shall be disciplined or discharged except in accordance with the provisions of this Article.

2. No employee be disciplined or discharged except for misconduct or incompetence.

3. No employee shall be disciplined or discharged except upon written charges fairly apprising the employee of the acts or omissions alleged to constitute misconduct or incompetence and a proposed punishment.

4. No employee shall be suspended during the pendency of written charges except in accordance with the Civil Service Law.

5. An employee served with written charges shall have eight (8) workdays within which to notify the City in writing of an election to have charges processed pursuant to Section

75 and 76 of the Civil Service Law or pursuant to the arbitration procedure set forth in the Grievance Article of the Agreement. Absent timely service upon the City of the election addressed herein, the employee shall be deemed to have admitted the charges and to have accepted the proposed punishment.

6. No employee shall be charged with misconduct or incompetence based upon acts or omissions occurring 18 months or more prior to the service of written charges.

(44) LABOR-MANAGEMENT COMMITTEE

A LABOR MANAGEMENT COMMITTEE shall be established for the purpose of discussing, at mutually agreeable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity and physical fitness, but not to include amendment of this Agreement.

A LABOR MANAGEMENT COMMITTEE agrees to work diligently towards the creation and implementation of a mutually agreeable physical fitness program.

This committee shall be limited to three labor and three management members and shall meet at the request of either party upon reasonable notice to the other party. Meetings shall be limited to not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties of this Agreement.

(45) PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-a GENERAL MUNICIPAL LAW FOR THE ELMIRA FIRE DEPARTMENT

1. This procedure is intended to implement the express language of Section 207-a of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-a of the General Municipal Law. The following exclusive procedures shall be utilized to make any benefit determinations, review benefit determinations or light duty assignment.

2. Procedure for Reporting Related Injuries or Illness:

No application for benefits under Section 207-a of the General Municipal Law will be approved unless the applicant, or someone acting on his/her behalf, shall have filed the Elmira Fire Department Injury/Exposure report within 30 calendar days after the incident or within 30 calendar days of the discovery by the claimant of the illness giving rise to the disability.

3. Status Pending Determination of Benefits Under Section 207-a:

The Fire Chief shall place the Firefighter on "injured status" pending final determination of his/her eligibility for Section 207-a benefits.

(a) Where the parties do not agree that the injury or illness occurred in

the line of duty, the issue will be submitted to arbitration. The decision of the arbitrator will be final and binding on the City and Firefighter.

(b) In the event that the arbitrator's decision is adverse to the Firefighter, the time spent on "injured status" shall be converted to an equivalent amount of sick leave, in the first instance, then other accrued leaves. If there is insufficient amount of sick leave and other accrued leaves to cover the time spent on "injured status" the City shall have the right to recover the unreimbursed balance from the Firefighter's future accruals.

4. Benefit Determination:

The Fire Chief shall promptly review a Firefighter's application for Section 207-a and shall determine his/her eligibility within 30 calendar days after the Chief receives the application. The Firefighter will receive the determination in writing. Failure to act upon an application for Section 207-a benefits within 30 calendar days shall be deemed approval.

The City may send the Firefighter to a physician or physicians of its choice for examination. This will be done at the expense of the City. No Firefighter's physician will be contacted by any representative of the City without the Firefighter's express written authorization.

In the event a question arises as to initial eligibility for benefits, the Firefighter shall provide authorization for the City to obtain his/her medical records that relate to this injury or illness.

In turn, if the application is denied, the City will simultaneously provide the Firefighter, without cost, any records produced or acquired by it, in connection with Firefighter's application and determination for Section 207-a benefits. The City will continue to provide the Firefighter with additional information subsequently produced or required for medical evaluation.

In the event that the City denies an application for 207-a benefits, seeks to discontinue 207-a benefits, or there is a dispute about whether a Firefighter is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration.

The City may from time to time at reasonable intervals request a medical update from the disabled Firefighter's attending physician. The City will not make unreasonable demands or requests of the member for status reports.

5. Appeal of Adverse Determination:

In the event the Union wishes to appeal an adverse determination by the City as to initial or ongoing Section 207-a eligibility or issues of light duty assignments, the Union may file for arbitration and request assignment of an arbitrator from its permanent list. The Union shall make such request within 30 calendar days of the City's determination.

The City and the Union will establish a list of mutually acceptable arbitrators to serve as a neutral hearing officer to preside over the appeal. The list shall consist of the following permanent arbitrators:

Michael Lewandowski
James Markowitz
Robert Rabin
Jeffrey Selchick
Mona Miller

Either party may remove one (1) Arbitrator from this list during the term of this Agreement. The selection of the Arbitrator will be according to earliest availability, except as otherwise agreed by the parties.

The parties shall be otherwise bound by the rules of American Arbitration Association. The cost of the hearing shall be borne equally by the City and the Firefighter. The parties shall bear the cost of their own witnesses and any other expenses the parties incur. The determination of the Arbitrator shall be final and binding on the City and the Firefighter.

The burden of proof (a fair preponderance of the evidence) shall be borne by the member seeking Section 207-a benefits. In turn, if the City attempts to cease benefits of a member covered by Section 207-a benefits, the burden of proof (a fair preponderance of the evidence) shall be borne by the City.

6. Light Duty:

The Chief may assign a disabled Firefighter specified light duties which are consistent with his/her status as a Firefighter. The Chief will give the Firefighter two weeks written notice of his intention to assign light duty and a brief description of what the light duty assignment would consist of. If the Firefighter's physician does not agree with the light duty assignment, he must detail in writing those elements of light duty assignment, which the Firefighter cannot perform, and the specific reasons, which prohibit the Firefighter from performing the duties. (Example: no lifting, pushing, pulling, climbing, or high stress situations). The Firefighter will not be compelled to report to light duty until such time as his physician agrees to the light duty assignment. If the City does not agree with the Firefighter's physician, the issue will be submitted to arbitration.

7. Third Party Recovery:

In the event the City seeks to recover any benefits paid to a Firefighter or hospital/medical expenses paid on behalf of a Firefighter from any compensation carrier, or self-insured compensation employer as a result of a compensation injury sustained by a Firefighter prior to the date of the injury resulting in the City's payment of Section 207-a benefits, the Firefighter, upon request by the City, shall cause to be delivered to the Union's Counsel, all medical records pertaining to the prior compensation injury. The Union's Counsel shall meet with the City's Counsel to review the medical records to determine whether they are material and

relevant to the issue of potential third party recovery. Such review shall be entirely confidential except to the extent such records are used for the purpose of this subparagraph. In the event that respective Counsels do not agree on whether the records or any portions thereof are material and relevant, then either party may submit this issue to binding arbitration to be conducted pursuant to Section 5 of this Agreement. The records obtained pursuant to this subparagraph shall be used for no other purpose, and the City shall not otherwise disclose or release the records or any portions thereof except as directed by court order.

(46) PHYSICAL FITNESS POLICY

1. The physical fitness program will be positive and not punitive.
2. The physical fitness program will allow for age bracket within the department.
3. The physical fitness program will allow Firefighter's to participate during on-duty time.
4. The physical fitness program will provide for rehabilitation and remedial support.
5. The physical fitness program will be overseen by a physical fitness professional.
6. The physical fitness program will incorporate any fitness activity the Firefighter already practices.
7. The physical fitness program will screen Firefighter's to determine their fitness level and to make sure it is safe for them to participate.
8. The physical fitness program will utilize City facilities.
9. The physical fitness program will not be used as a punishment and will not be set up as a pass/fail test that is a condition for continuing employment.
10. The physical fitness program will be optional for all members.

ANNEX A

SALARY SCHEDULE ELMIRA FIRE DEPARTMENT JANUARY 1,2005

	ANNUAL	BI-WEEKLY	HOLIDAY	HOURLY	OVERTIME
Firefighter	36,639.00	1,413.00	141.30	17.66	26.49
Firefighter 4/C	38,242.00	1,468.82	146.66	18.34	27.50
Firefighter 3/C	39,635.00	1,520.25	152.02	19.00	28.50
Firefighter 2/C	41,028.00	1,573.68	157.37	19.67	29.51
Firefighter 1/C	44,642.00	1,712.30	171.23	21.40	32.11
Firefighter 8yr	46,009.00	1,764.73	176.47	22.06	33.09
Firefighter 10yr	47,434.00	1,819.39	181.94	22.74	34.11
Firefighter 12yr	48,829.00	1,872.89	187.29	23.41	35.12
Firefighter 20yr	49,582.00	1,901.78	190.18	23.77	35.66
Lieutenant	53,560.00	2,054.36	205.44	25.68	38.52
Lieutenant 15yr	53,873.00	2,066.36	206.64	25.83	38.74
Lieutenant 17yr	54,181.00	2,078.18	207.82	25.98	38.97
Lieutenant 20yr	54,935.00	2,107.10	210.71	26.34	39.51
Captain/Asst FM	58,302.00	2,236.24	223.62	27.95	41.93
Captain/Asst FM 15yr	58,614.00	2,248.21	224.82	28.10	42.15
Captain/Asst FM 17yr	58,923.00	2,260.06	226.01	28.25	42.36
Captain/Asst FM 20yr	59,677.00	2,288.98	228.90	28.61	42.92
Deputy Chief/FM	63,042.00	2,418.05	241.80	30.23	45.34
Deputy Chief/FM 15yr	63,353.00	2,429.98	243.00	30.37	45.56
Deputy Chief/FM 17yr	63,664.00	2,441.91	244.19	30.52	45.79
Deputy Chief/FM 20yr	64,417.00	2,470.79	247.08	30.88	46.33

**SALARY SCHEDULE
ELMIRA FIRE DEPARTMENT
JANUARY 1,2008**

	ANNUAL	BI-WEEKLY	HOLIDAY	HOURLY	OVERTIME
Firefighter	37,944.00	1,455.39	145.54	18.19	27.29
Firefighter 4/C	39,389.00	1,510.81	151.08	18.89	28.33
Firefighter 3/C	40,824.00	1,565.85	156.59	19.57	29.38
Firefighter 2/C	42,259.00	1,620.89	162.09	20.26	30.39
Firefighter 1/C	45,981.00	1,763.85	176.37	22.05	33.07
Firefighter 8yr	47,389.00	1,817.86	181.77	22.72	34.08
Firefighter 10yr	48,857.00	1,873.97	187.40	23.42	35.14
Firefighter 12yr	50,294.00	1,929.08	192.91	24.11	36.17
Firefighter 20yr	51,069.00	1,958.81	195.88	24.49	36.73
Lieutenant	55,167.00	2,115.99	211.80	26.45	39.67
Lieutenant 15yr	55,489.00	2,128.35	212.83	26.60	39.91
Lieutenant 17yr	55,808.00	2,140.50	214.05	26.76	40.13
Lieutenant 20yr	56,583.00	2,170.31	217.03	27.13	40.69
Captain/Asst FM	60,051.00	2,303.33	230.33	28.79	43.19
Captain/Asst FM 15yr	60,372.00	2,315.84	231.58	28.95	43.42
Captain/Asst FM 17yr	60,691.00	2,327.87	232.79	29.10	43.85
Captain/Asst FM 20yr	61,467.00	2,357.84	235.78	29.47	44.21
Deputy Chief/FM	64,933.00	2,490.58	249.06	31.13	46.70
Deputy Chief/FM 15yr	65,254.00	2,502.89	250.29	31.29	46.93
Deputy Chief/FM 17yr	65,574.00	2,515.17	251.52	31.44	47.16
Deputy Chief/FM 20yr	66,350.00	2,544.93	254.49	31.81	47.72

ANNEX B

CHAPTER 742 LAWS OF 1964

To amend the General Municipal Law in relation to death benefits of certain firemen.

The section heading and subdivision one of section 208-b of the General Municipal Law, as added by Chapter 882 of the Laws of 1958, are hereby amended to read as follows:

"Death benefits for beneficiaries of certain Policemen and Firemen."

1. Notwithstanding any other provision of law, and in addition to any benefits otherwise provided, death benefit may be payable upon the death of a regular member of a Police Department or Police Force or of a Fire Department in a County not wholly contained within a City, a City having a population of less than one million, or a Town, Village, or other subdivision of government or agency of such a County having a regular Police Department or Force, or Fire Department, hereinafter referred to as a municipality, if upon application therefore, the chief officer of the municipality maintaining such department or force shall determine, on the basis of the evidence, that such member:
 - a. Died within one year after, and as the natural and proximate result of injuries sustained at a definite time and place and incurred in the performance of duty as a member of such department or force, and
 - b. Did not cause such accident by his own willful negligence.
2. The death benefit shall be paid by the municipality upon the allowance of the claim therefore, and shall consist of:
 - a. An amount equal to the salary received by such member either during the year immediately preceding his death, or during the year preceding such injuries, whichever is greater, and
 - b. One thousand dollars and for each child of such member under eighteen on the date of the member's death.
3. The death benefit shall be paid to:

- a. The member's widow or if he shall leave no widow, or if his widow shall die before receiving the total amounts provided in subdivision two hereof, then to,
- b. His child or children under age. eighteen, in equal amounts.

4. Application for death benefit shall be made:

- a. By the members widow
- b. By any of his children
- c. By any person in behalf of the widow or children.

5. Application for the death benefit shall be made:

- a. To the Chief Fiscal Officer of the Municipality , on a form to be prescribed and supplied by him and requiring such information as he shall determine necessary.
- b. Within thirty days after the death of the member, provided, however, that failure to file the application within thirty days may be excused on petition to an order a justice of the Supreme Court having jurisdiction, upon a showing either:
 - 1. That a sufficient reason exists why such notice was not given.
 - 2. That a report or other notice was made or given to the department or force of the injuries within the thirty-day period.
 - 3. That the municipality has not been prejudiced by the delay in giving the notice.

6. This act shall take effect immediately.

ANNEX C

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ANNEX "D"

ORDINANCE NO.84-188

**An Ordinance Establishing Grievance Procedure for the Employees of the City of Elmira represented by the Elmira Professional Firefighters' Association.
By Councilmember Kutka:**

BE IT ORDAINED by the Council of the City of Elmira, duly convened in regular session this 2nd day of April, 1984, that the following grievance procedure is hereby established for employees of the City of Elmira represented by the Elmira Professional Firefighters' Association.

Section 1. Definitions.

As used herein the following terms shall have the following meanings:

- a) "Employee" shall mean any person directly employed and compensated by the City of Elmira, except persons employed in the legislative or judicial branch thereof.**
- b) "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement between the parties, existing laws, rules, procedures, regulations, administrative order or work rules of the City of Elmira or a department thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees.**
- c) "Department" shall mean any office, department, board, commission or other agency of the government of the City of Elmira.**
- d) "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employees' work and approves his/her time record or evaluates his work performance.**
- e) "Days" shall mean all days other than Saturdays, Sundays and legal holidays.**

Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Ordinance.

Section 2. Declaration of Basic Principle.

Every employee of this City shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his or her choosing at all stages of the grievance procedure.

Section 3. Initial Presentation.

- a) An employee who is a member of the bargaining unit shall present his grievance to his immediate supervisor, orally, within two days after the grievance occurs.
- b) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as s/he deems appropriate and shall consult with his superior to such extent, as s/he deems appropriate, all on an informal basis.
- c) Within three days after presentation of the grievance to him or her the immediate supervisor shall make his or her decision and communicate the same to the employee presenting the grievance, and to the employee's representative if any.

Section 4. Second Stage

- a) If an employee representing a grievance were not satisfied with the decision made by his or her immediate supervisor, s/he may, within five days thereafter, request a review and determination of his or her grievance by the department head. Such request shall be in writing and shall contain a statement to the specific nature of the grievance and the facts relating to it. Such request shall be served upon the department head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within two days after receiving such request, the immediate supervisor shall submit to the department head a written statement of his or her information concerning the specific nature of the grievance and the facts relating to it.

- b) The department head, or his or her nominee, may, and at the request of the employee shall, hold a hearing within five days after receiving the written request and statement from the employee. The employee and his or her representative, if any, may appear at the hearing and present oral statements or arguments.
- c) Within five days after the closing of the hearing, or within eight days after the grievance has been submitted to him or her if there be no hearing, the department head, or his/her nominee, shall make his or her decision and communicate the same to the employee presenting the grievance, and the employee's representative, if any.

Section 5. Third Stage

The grievance may then be submitted by the grievant or the Union to the City Manager. Within seven (7) calendar days of receipt, the City Manager or his/her designee will convene a meeting with the grievant and/or his or her union representative for the purpose of seeking to resolve the grievance. If the grievance is not resolved to the satisfaction of all parties within seven (7) calendar days of said meeting, the grievance may be submitted to binding arbitration.

Section 6. Arbitration.

- a) If the employee or the Association is dissatisfied with the outcome of the dispute after referral to the City Manager, the employee or the Association may submit the grievance to single person arbitration by filing a demand with the City within fifteen (15) days after receipt of the decision of the City Manager as set forth in Section (5) hereof.
- b) The employee or the Association shall, within the same time period file a request with the American Arbitration Association requesting a panel for the selection of an arbitrator in accordance with its rules.
- c) The arbitration shall thenceforth be pursued in accordance with the rules of the American Arbitration Association.
- d) The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator shall not have authority to vary the terms of the bargaining agreements between the parties.

- e) All costs related to the arbitration process shall be equally shared by the Association and the City.

Section 7. Amendments.

The Ordinance may be amended at any time in accordance with general procedure and requirements in effect at such time for the amendment of an ordinance.

Section 8. All ordinances and parts of ordinances heretofore passed which are in conflict with or inconsistent with any provision or provisions of this ordinance are hereby repealed.

Section 9. Effective Date.

This ordinance shall take effect immediately upon adoption and publication according to law.

ANNEX F


**MEMORANDUM OF UNDERSTANDING BETWEEN
ELMIRA PROFESSIONAL FIREFIGHTERS LOCAL 709
AND
CITY OF ELMIRA, NEW YORK**

This MEMORANDUM OF UNDERSTANDING entered into on the 5th day of January, 2004,
By and between the City of Elmira (hereinafter City) and the Elmira Professional Firefighters'
association Local 709 (hereinafter 709).

WITNESSETH:

The Collective Bargaining Agreement between the City of Elmira and the Elmira Professional Firefighters' Association, Local 709, covering the period from January 1, 2002 to December 31, 2004, is hereby amended to include a new Annex F providing for an Early Retirement Incentive and, except as amended herein, is in all its particulars reaffirmed as if fully set forth herein. The Early Retirement Incentive referenced above shall be that described in Resolution No. 2003-386, unanimously adopted by the Elmira City Council on December 1, 2003, the terms of which are hereby incorporated by reference. Annex F shall consist of this Memorandum of Understanding and the text of Resolution No. 2003-386.

Date: 1-5-04


William R. Wheeler
President of Elmira Professional Fire
Fighters Local 709

City of Elmira, New York

Date: Jan 5, 2004


By: Stephen M. Hughes
Its Mayor

December 1, 2003

RESOLUTION NO. 2003- 386

By Councilmember :

WHEREAS, the City of Elmira and the Elmira Professional Firefighters' Association, Local 709 have heretofore entered into a collective bargaining agreement covering the period of time from January 1, 2002 to December 31, 2004; and

WHEREAS, representatives of the City and the Association have completed negotiations for an amendment to said collective bargaining agreement to provide certain benefits as outlined below and collectively referred to as "the early retirement incentive" resulting in cost savings to the City;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira hereby authorizes the Mayor to execute any and all documents, memorandums of understanding or other agreements necessary to amend the collective bargaining agreement so as to effectuate the following early retirement incentive:

1. Eligible members must be firefighters currently employed as such with the City of Elmira, and must have been so employed by the City for no less than twenty (20) years of continuous service as of December 31, 2003.
2. The early retirement incentive will be available to eligible members whose application for retirement is properly submitted (postmarked) to the New York State Police and Fire Retirement System on or before March 1, 2004, with an effective date of retirement on or before April 1, 2004. It being understood and agreed that the employee will be off the City payroll on or before April 1, 2004. If the eligible member withdraws his/her application after March 1, 2004, said member will be ineligible for this early retirement incentive.
3. It shall be expressly understood and agreed to by the EPFFA that the early retirement incentive terminates at the conclusion of March 1, 2004 and that no otherwise eligible member shall be allowed to obtain the benefits of the early retirement incentive if said member has applied for retirement on or after March 2, 2004. Further, the Early Retirement Incentive does not inure to any other member or person represented by the EPFFA and in no event shall the Early Retirement Incentive survive past March 1, 2004.
4. Terminal Leave, as provided for in the collective bargaining agreement, for those eligible members who elect to retire by way of this incentive, will be paid to said member in equal, annual installments over five (5) years at 3.5% interest per annum, or over three (3) years at 2.5% interest per annum. The member must choose (3 or 5 years) at the time of retirement. For eligible employees who are

Tier II members of the Retirement System, if the first annual installment does not maximize the benefits available under the Retirement System regulations in terms of pension calculation, the City will, at the option of the employee, restructure the terminal payout to maximize such pension calculations and the remainder of the terminal pay shall be paid out over the remainder of the three or five year option.

5. City health insurance, as expressed in Article 35 and Article 36 of the collective bargaining agreement, as well as described in a benefits manual to be agreed upon between the EPFFA and City, shall be provided for the life of the eligible member and his/her spouse as of the date of retirement, provided said members' application for retirement is properly made on or before March 1, 2004 as hereinabove described. Eligible members and their spouses will be obligated to obtain Medicare as of its earliest available date to act as primary insurance and the City's will be secondary.
6. The EPFFA understands and agrees that any agreement or Memorandum of Understanding entered into to effectuate this agreement does not compromise any existing management rights, all of which are retained by the City of Elmira.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Corsi	
	Councilmember Royle	
	Councilmember McLaughlin	
	Councilmember Hare	
	Councilmember Hopkins	
	Councilmember Williams	
	Mayor Hughes	

ANNEX G

MEMORANDUM OF UNDERSTANDING **Health Insurance Benefits Manual**

This Memorandum of Understanding is made this 14th day of December, 2003 by and between the following parties:

THE CITY OF ELMIRA, NEW YORK, a municipal corporation having its principal office at 317 East Church Street, Elmira, New York 14901 (hereinafter referred to as "City")

and

THE ELMIRA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 709, ELMIRA, NEW YORK, (hereinafter referred to as "EPFFA")

WITNESSETH:

WHEREAS, each party hereto is desirous of setting forth the benefits and obligations regarding the provision of health insurance benefits to those employees of the City who are represented by the EPFFA;

NOW, THEREFORE, each party hereto agrees to the following terms and conditions relative to this Memorandum of Understanding (hereinafter referred to as, "MOU):

- 1) This MOU amends the Collective Bargaining Agreement (hereinafter referred to as "CBA") between the City of Elmira and Elmira Professional Firefighters' Association, and nothing herein shall be deemed to alter, modify, enlarge or extinguish any of the rights or obligations contained in said CBA unless otherwise specifically acknowledged herein.
- ✓ 2) Each party agrees that in the event a dispute between them arises as to the existence of (or level of) any specific health insurance benefit(s), then such dispute may be submitted to arbitration as provided for in the CBA.
- 3) For retirees, health insurance coverage shall be that set forth in the CBA in force at the time of the employee's retirement.
- 4) The benefit levels and obligations of each party not otherwise reference in the CBA are annexed hereto and made a part hereof as Appendix 1 to this Annex G, attached.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this _th day of December, 2003.

CITY OF ELMIRA, NEW YORK

By 
Its Director of Personnel

**THE ELMIRA PROFESSIONAL
FIREFIGHTERS' ASSOCIATION OF
ELMIRA, NEW YORK**

By 
Its President

APPENDIX "1"
CITY OF ELMIRA FIRE DEPARTMENT
GENERAL INFORMATION

SECTION 1: TYPE OF ENROLLMENT

There are two types of enrollment for which you may apply:

1. Individual coverage, which provides protection for yourself only; and
2. Family coverage, which provides protection for yourself, your spouse and any eligible children. ("Eligible children are defined in this booklet under "Dependent Eligibility.")

SECTION 2: EMPLOYEE ELIGIBILITY

Employees/Retirees of the Elmira Fire Department, as provided under appropriate Collective Bargaining Agreements. Retirees who wish to remain on City coverage beyond the period of fully paid City benefits, must elect to do so within 31 days of notification (date of letter) from the City.

SECTION 3: EFFECTIVE DATE OF COVERAGE

Coverage is effective upon your first date of employment and will terminate on the last day of employment. Certain employees will be eligible for coverage during retirement. Eligibility for retiree coverage is specified in the appropriate union contract or City policy.

SECTION 4: DEPENDENT ELIGIBILITY

The following types of dependents are eligible for coverage under your enrollment:

Your spouse (a legally separated spouse is eligible for coverage under the Program but a former spouse is not);

Your unmarried dependant children are covered until the end of the calendar year in which they reach the age of 19.

Your unmarried dependant children who are full-time students at a secondary or preparatory school or college or other accredited educational institution, and who receive more than half of their support from the covered employee are covered to the end of the month in which they reach the age of 25, or until the end of the month in which they graduate, whichever is sooner.

A dependent child, whose 19th birthday occurs during a school vacation period, will continue to be covered under the Program, provided the child will resume full-time student status at the end of the vacation period.

Children not attending school are covered to the end of the year in which they attain age 19.

Time spent in the military service, not to exceed four years, may be deducted from the dependent's age for the purpose of establishing eligibility for coverage.

In the event a dependent student is disabled and is granted a medical leave by the school he or she is attending, coverage will be continued for a maximum of 12 calendar months following the month in which the child withdraws from school plus time between the end of that 12 month period and the beginning of the next regular semester, but in no event will coverage extend beyond the end of the month in which the dependent student reaches the age of 25.

Your unmarried child 19 years of age or older who is incapable of self-support by reasons of mental or physical disability and who becomes so incapable before reaching age 19. The eligibility of such a dependent should be established at the time of your initial enrollment if the child is age 19 or older at that time. If the child is younger than age 19 when you first enroll in the Program, eligibility for continued coverage should be established at the time of the child's 19th birthday.

In this Program, the term "child" or "children" includes:

An employee's own child or legally adopted child, regardless of the child's place of residence or the degree of support provided;

Any step-child of the employee who permanently resides in the employee's home;

Any other child supported by the employee or the spouse of the employee and permanently residing in the employee's home, provided the support and residence began before the child reached age 19;

Residence of a temporary nature, as in the case of an exchange student, does not qualify a dependent for coverage.

If no blood relationship or legal relationship exists, the dependent is not eligible unless the employee or spouse of the employee provides at least 50% of the dependent support. Where there is a blood relationship or legal relationship, permanent residence and some degree of support (although not necessarily 50%) are sufficient to establish eligibility.

An employee's parents are not eligible for coverage even though they qualify as dependents for income tax purposes.

SECTION 5: MAKING CHANGES

Changes in your family status may make it necessary or desirable for you to change the coverage for which you are enrolled. You must go to the Personnel Department and apply for any change. It does not happen automatically.

You may request a change from Individual coverage to Family coverage for one of the following reasons:

Changes from Individual to Family coverage will become effective on the first day of your application for Family coverage is received by the Personnel Department.

If you should become divorced or your spouse/dependent dies, you must notify the Personnel Department;

If you are unsure about whether a change in your family status could affect your coverage needs, you may consult with the City of Elmira Personnel Department at 737-5993.

SECTION 6: PERSONS DISABLED ON EFFECTIVE DATE OF COVERAGE

For persons confined in a hospital or skilled nursing facility, or otherwise disabled on the effective date of their coverage.

If a person is confined in a hospital, skilled nursing facility or other institution for the care or treatment or is confined at home under the care of a physician or surgeon because of a disabling sickness or injury on the effective date of that person's coverage, no benefits are payable on account of such person until that person is no longer confined in a hospital, skilled nursing facility or other institution or at home.

EXCEPTIONS: Benefits will be available for the person so confined on the initial coverage date for his or her group of employees, except that such person will only receive benefits equal to the difference between the benefits he or she is entitled to under any other health insurance plan and the benefits provided by the Hospital Program. When the person is no longer confined in a hospital, skilled nursing facility or other institution or at home, full Hospital Program benefits will apply when he or she is next confined.

SECTION 7: CHANGES IN EMPLOYMENT STATUS AND HOW THEY AFFECT YOUR COVERAGE

-SERVICE RETIREMENT

If you retire directly into the New York State Employee's or Police and Fire Retirement System and meet the eligibility requirements set out by Union contract or City Policy, you will be eligible for coverage as set forth in the then current collective bargaining agreement. See your Union contract or policy for numbers of years of City paid coverage.

Usually, if you stop working for the City of Elmira prior to meeting retirement eligibility requirements you are not eligible to continue as an enrollee in the Health Benefits Program. However, there are some circumstances in which coverage may be continued, even though you are not actively employed. See also Leave without Pay, Waiver of Health Care Costs, Disability Retirement, Vested Status and Survivor Coverage.

-LEAVE WITHOUT PAY

If you are granted a leave from your job for any reason, you may still continue your group health coverage. To do so, you may be required to pay the entire cost of your plan while you are in leave status. Consult your Personnel Office in advance for exact details on how to continue your coverage.

If you are on leave because of an illness or condition, which has totally disabled you for at least three months, you may apply for a "Waiver of health coverage Costs".

SECTION 8: WAIVER OF HEALTH CARE COSTS

If you are totally disabled and on authorized leave without pay, you may be granted a "Waiver of Health Care Costs" for up to one year.

To be eligible for a waiver, you must meet all of the following conditions:

You must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three months.

If you are still receiving income through salary, sick leave accruals, or a retirement allowance, you are not eligible for a Waiver.

You must have kept coverage in effect by direct payments while off the payroll.

A Waiver of Health Care cost is not automatic. You must apply for it and continue to pay premiums until notified that the Waiver has been granted. Application forms can be obtained from the Personnel Office. The City Manager has the sole discretion in granting or denying requests for Waiver of Health Care Costs.

A Waiver of Health Care costs will continue during the period of total disability but in no event for more than one year.

If any of the following conditions occur before the expiration of the Waiver, the Waiver will terminate: Return of the employee to the payroll; Separation from service; Death of enrollee; Cessation of disability; or Retirement.

SECTION 9: VESTED STATUS

If you end your employment before retirement age, you may be eligible to continue health care coverage both while in vested status and, subsequently during retirement. To be eligible, you must have:

Satisfied the minimum requirements established by law for vesting your retirement allowance; and

Met all the minimum requirements except that of age for continuation of health care coverage in retirement. These requirements must have been met at the time you terminate employment. They may not be satisfied while you are in vested status or after your retirement allowance begins. You may be required to be within 5 years of retirement at the time you vest. To continue coverage as a vestee, you must pay the full cost of coverage.

To be able to continue coverage after you begin to receive retirement benefits; you must have been enrolled during the entire time you were in vested status. Any interruption of coverage because of failure to remit payments for the full cost of coverage will disqualify you from continuation of coverage in retirement.

SECTION 10: DEATH OF ENROLLEE-SURVIVOR COVERAGE

If an active enrollee with Family coverage dies, survivors will have extended benefits at no further cost for three months after the death. If the deceased active enrollee had completed 10 years of active service, survivors may be eligible to continue coverage in the City of Elmira Employees Health Benefits Program. Also, if the death was a result of a work-related accident, the survivors may be eligible to continue (purchase) coverage in the Program even if the enrollee had not completed 10 years of service. A surviving spouse may continue such coverage until he or she remarries. Surviving children may be covered as long as they otherwise meet the definition of dependent child. If a retiree with Family coverage dies the survivor coverage is stipulated in the Union contract.

SECTION 11: COBRA ACT

Employees or dependents that lose Health Plan eligibility may continue all Health Plan benefits as to the same extent as would apply if the employee or dependent had not lost health plan eligibility. Benefits may continue uninterrupted by paying the City 102% of the cost of the Health Plan Benefits as provide by the Federal COBRA Act.

SECTION 12: DUAL COVERAGE

A husband and wife can both be participants in the City of Elmira Plan with Family coverage, but benefit payments are subject to the coordination of benefits (COB) payment.

SECTION 13: COORDINATION OF BENEFITS

If in addition to being covered by this Program, if the employee's dependents are also covered under another Health Insurance plan which provides all or some of the same benefits provided by the Program, the amount of the benefits normally payable by the Program will be reduced by the amount of the benefit for the same services paid under the other plan to avoid duplicate payment for those services.

However, even if the employee's dependents are covered under another plan, the benefits payable by the Program will not be reduced if the other plan contains a Coordination of Benefits provision similar to this provision. In some cases, payment may have been made before it was learned that you or your dependents also had other health insurance coverage. Under such circumstances, and if the Coordination of Benefits provision is applicable to your case, it will be necessary for you to refund to the Program the amount by which the Program should have reduced the benefits if paid. In most cases, this is the amount you received under the other plan.

"Plan means any plan providing benefits or services for or by reason of medical care or treatment, which benefits or services are provided by:

Any group or blanket insurance plan, or any other plan covering individuals or members as a group;

Any self-insured or non-insured plan, or any other plan arranged through any employer, trustee, union, employer or organization or employee benefit organization;

Any group BC/BS or other serve-type plan providing medical services;

Any coverage under governmental programs or any coverage required or provided by any statute except Medicaid.

SECTION 14: CONVERSION PRIVILEGES

If you or a covered dependent lose eligibility to continue coverage under the Program you may be given an opportunity to obtain other coverage with BC/BS.

Converted policies can be obtained by applying to BC/BS within 31 days after expiration of coverage. Normally, when BC/BS is notified of an employee's termination of coverage, they will issue a written offer of conversion. If you do not receive such written offer of conversion, contact BC/BS, since you will not be allowed to convert later than 90 days after the expiration date of your coverage even if you did not receive a notice of conversion rights.

SECTION 15: FILING OF CLAIMS

All Basic and Major Medical claims must be filed within 15 months of the dates such medical service was received.

SECTION 16: LIABILITY ON TERMINATION

Upon termination of employment, The City of Elmira Health Insurance Program will continue to be liable under the Basic and Major Medical for the following even though a subscriber does not convert.

(a) In-Hospital medical care and hospital charges and any covered services related to the in-hospital medical care for a person who is receiving such care at the time of termination, or who is admitted to the hospital within thirty-one days after termination for a condition which existed on the date of termination, until that person leaves the hospital;

(b) Surgery (including maternity) and any covered services related to the surgery for thirty-one days after termination, if the condition requiring the surgery was in existence at the time of termination.

SECTION 17: SECOND SURGICAL CONSULTATION PROGRAM

When your doctor tells you that you need surgery, and it is not an emergency, you can get a second medical opinion at no cost to you under the Second Surgical Consultation Program. Please also refer to Section 21 "Pre-Certification Reviewed" and "Pre-Admission Review for Large Case Management."

All enrolled employees, retirees and their covered dependents are eligible for this valuable benefit. The Program will pay the consultant fees, X-ray and laboratory costs if the Program arranges the consultation. Contact BC/BS for this benefit.

SECTION 18: KEEP YOUR COVERAGE UP TO DATE

To avoid problems and possible loss of benefits, be sure to notify the Personnel Office immediately when any of the following occurs:

You or our spouse attain age 65 and become eligible for enrollment in the Federal Medicare Program.
You or a covered dependent become eligible for Medicare benefits because of disability although under age 65.

Your spouse dies.

You become divorced.

You no longer have children eligible for coverage.

You have a disabled dependent that reaches age 19.

You adopt, or otherwise acquire, a dependent child with a different last name.

You are single, divorced, or widowed and enrolled for individual coverage but become married and desire Family coverage.

SECTION 19: MEDICARE AND THE CITY OF ELMIRA HEALTH BENEFITS BENEFITS PROGRAM

ACTIVE EMPLOYEES AGE 65 AND OVER

Active employees age 65 and over and their spouses have a choice of selecting the employer's health benefits plan or Medicare as the first, or primary, program. A plan is primary when it is responsible for paying health benefits first before any other group plan is liable for payment.

The choices are as follows:

1. He or she may choose the City's Health Benefits Program as the only group health insurer. All covered benefits under the City Plan will be available to the enrollee.
2. He or she may choose the City's Health Benefits Program as primary program and also be enrolled in Medicare to provide supplemental coverage.
3. He or she may choose Medicare as the only primary group health program. Under this option, coverage in the Program will be terminated, thus reducing an enrollee's coverage drastically.

Active employees age 65 and over and their spouses should contact their Personnel Department during the three-month period preceding the month they will attain age 65 for additional information regarding their coverage.

When you or a covered dependent become eligible for Medicare either by reaching age 65 or because of disability, you must enroll in Medicare for both Part A or Part B, unless you are an active employee.

Part A-HOSPITALIZATION INSURANCE (covers hospitalization and services in an extended care facility); and

Part B-MEDICAL INSURANCE (covers doctors' services, medical services, supplies and rental medical equipment and certain other services).

THE HEALTH BENEFITS PROGRAM WILL NOT PROVIDE ANY BENEFITS AN ENROLLEE OR DEPENDENT IS ELIGIBLE TO RECEIVE FROM THE FEDERAL MEDICARE PROGRAM. TO AVOID A DRASTIC REDUCTION IN HEALTH INSURANCE COVERAGE, IT IS ESSENTIAL THAT EACH ELIGIBLE ENROLLEE AND DEPENDENT BE ENROLLED IN BOTH Part A and Part B OF MEDICARE.

Application should be made through your local Social Security Office prior to your date of eligibility for Medicare. An enrollee or dependent becomes eligible for Medicare benefits on the first day of the month in which he or she:

Reaches age 65; or

First meets the Medicare requirements for coverage as a disabled person under age 65 (i.e., 24 months after qualifying for Social Security Disability benefits).

Bills for services covered by Medicare must be submitted to Medicare before being submitted to any part of the City of Elmira Health Insurance Program.

Medicare does not cover all hospital and medical expenses. Your Plan will supplement Medicare so that you and/or your covered dependent will have the same benefits you now have plus additional Medicare coverage.

SECTION 20: MEDICARE PREMIUM REIMBURSEMENT

Enrollees in the City of Elmira Health Insurance Program will be reimbursed an amount equal to the current charge for insuring themselves and/or their covered dependents for medical benefits under Part B of the Medicare Program. This reimbursement, or "Medicare Credit", will be provided to you if you or a covered dependent are eligible to enroll in Medicare.

SECTION 21: CITY OF ELMIRA HOSPITAL PROGRAM

HOSPITALIZATION

BENEFITS-IN HOSPITAL

365 days of care provided for each spell of illness (except for mental and nervous conditions and pulmonary tuberculosis) in any hospital anywhere in the world.

A "spell of illness" begins on the first day of confinement as a patient in a hospital and ends when the patient is not confined in any hospital or skilled nursing facility for ninety (90) consecutive days.

Another 365 days becomes available each time the patient has been out of a hospital or skilled nursing facility for ninety (90) days.

The term "hospital" means only an institution, which meets fully every one of the following tests:

It is primarily engaged in providing on an in-patient basis, diagnostic and therapeutic facilities for surgical or medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of physicians who are duly licensed to practice;

It continuously provides 24-hours-a-day nursing service by or under the supervision of registered graduate nurses; and

It is not a skilled nursing facility and it is not, other than incidentally, a place of rest, a place for the aged, a place for drug addicts, a place for alcoholics, or a nursing home.

PRE-CERTIFICATION REVIEW

If you or a family member is hospitalized, you are to notify BC/BS in advance of any planned hospital admission or within 72 hours after an emergency admission, by calling 1-800-633-8066.

If you do not pre-certify your hospital admission, you will have to pay a \$250 non-compliance penalty.

PRE-ADMISSION REVIEW FOR LARGE CASE MANAGEMENT

Large Case Management focuses on catastrophic illnesses and accidents. Case managers assess individual and family needs and suggest options to improve the quality and cost effectiveness of care. The Large Case Management process begins when BC/BS is notified that a subscriber or eligible dependent has experienced a specific illness or injury with potential long-term effects or changes in lifestyle. If it is determined that involvement of a Case Manager would be both care and cost-effective, BC/BS will obtain the necessary authorization to proceed.

The final decision on all health care matters always rests with the individual and his or her physician.

SECTION 22: SKILLED NURSING FACILITY BENEFITS

The patient has up to 365 days of care provided for each spell of illness in a skilled nursing facility (2 days equal 1 hospital day towards 365-day limit). A skilled nursing facility is a facility, or special part of a hospital, which qualifies as a skilled nursing facility under the Medicare Program or has been accredited as a skilled nursing facility by the joint commission on Accreditation of Hospitals.

Benefits in a skilled nursing facility are not provided by the Hospital Program if the patient is eligible for Medicare.

The patient will be covered for benefits in a skilled nursing facility only if the patient has been in a hospital for at least three days and enters the skilled nursing facility within fourteen (14) days after leaving the hospital. Benefits for care in a skilled nursing facility shall be provided only for as long as such care is medically necessary. In no event will benefits be provided for domiciliary or custodial care.

The patient is entitled to the following services in a skilled nursing facility if the skilled nursing facility in which the patient is confined provides:

Bed, board and general nursing services in a semi-private room.

Physical, occupational or speech therapy.

Medical social services.

Benefits in a skilled nursing facility will be provided subject to the same conditions as apply under the Medicare Program, as amended from time to time, and the administrative rules and practices there under.

SECTION 23: MEDICAL REHABILITATION

30 days per calendar year paid in full.

SECTION 24: MENTAL AND NERVOUS CONDITIONS/PULMONARY TUBERCULOSIS

120 days of care for each spell of illness in a general or public hospital anywhere in the world. A public hospital is a hospital, which is operated by any government body. Another 120 days becomes available each time the patient has been out of a hospital for ninety (90) days.

SECTION 25: ALCOHOLISM/SUBSTANCE ABUSE TREATMENT

Charges for approved facilities, other than a hospital for the treatment of alcoholism and/or substance abuse are covered for:

Room and board while the enrollee is confined in an approved facility and the services received are for the treatment of alcoholism and/or substance abuse. The maximum duration of coverage is four weeks of confinement in any calendar year with no lifetime maximum.

De-Tox- 7 days per calendar year will be deducted from part of in-patient rehab days.

Out-patient services rendered by the staff of an approved facility and billed by such facility:

Coverage is limited to a maximum of sixty treatments on an outpatient basis in any calendar year.

This Program is not part of BC/BS's Managed Recovery Program.

SECTION 26: MATERNITY

Covered in full for all covered females.

SECTION 27: OUT-PATIENT HOSPITAL CARE

ACCIDENTAL ILLNESS

Hospital services in the outpatient of a hospital will be covered in full for conditions caused by an accident provided such service is rendered not later than 72 hours after the accident.

EMERGENCY ILLNESS

Emergency care is covered in full when there is a sudden, unexpected illness which could be life threatening or seriously impair bodily functions. Care must be rendered within 12 hours of onset of illness.

SECTION 28: SURGERY, RADIATION AND PHYSIOTHERAPY

Covered in full when rendered in the outpatient department of a hospital.

SECTION 29: DIAGNOSTIC X-RAYS AND LABORATORY TESTS

Hospital services for diagnostic X-rays and laboratory tests performed in the outpatient department of a hospital are covered in full when:

The patient is physically present in the outpatient department;

Such X-rays and tests are related to and necessary for the diagnosis of an illness or injury;

They are ordered by a physician; and

They are billed by the hospital. No coverage is provided under the Hospital Program for charges billed by a physician for interpretation of X-rays and laboratory tests.

SECTION 30: PRE-ADMISSION TESTING

Hospital services for pre-admission testing in the out-patient department of a hospital are covered in full when:

The testing is ordered by a physician as a planned preliminary to admission as registered bed patient for surgery in the same hospital;

The testing is necessary for, and consistent with, the diagnosis and treatment of the condition for which the surgery is to be performed;

The reservations for a hospital bed and an operating room have been made before the tests are performed;

You are physically present at the hospital for the test; and

The surgery is performed within 7 days of the tests.

SECTION 31: OUT-PATIENT NERVOUS HEALTH CONDITION

Thirty visits per person, per calendar year with a total maximum of sixty visits per person lifetime.

SECTION 32: PHYSICAL THERAPY

Hospital services for physical therapy treatment performed in the outpatient department of a hospital are covered in full when:

The physical therapy treatments are ordered by a physician.

They are in connection with a condition for which the patient had been hospitalized, or in connection with surgical care.

The treatment begins no later than six months from the date of the patient's discharge from the hospital or the date of the surgery.

The treatments are billed by the hospital.

The treatments are received within one year from the date of the patient's discharge from the hospital or the date of the patient's surgery.

SECTION 33: HEMODIALYSIS TREATMENTS

Hospital services for hemodialysis treatments performed in the outpatient department of a hospital are covered in full if the treatments are ordered by a physician and are billed by the hospital.

If the patient is eligible for Medicare coverage, the benefits available for hemodialysis will be reduced by the amount of the benefits the patient is eligible to receive from Medicare, whether or not the patient is enrolled in the Medicare program.

SECTION 34: AMBULANCE SERVICE

Ambulance service to and/or from the hospital is covered when it is medically necessary to use an ambulance and when it is provided by a professional ambulance service which bills for its services.

SECTION 35: HOME HEALTH CARE

The hospital Program benefits are available for up to a 365 day limit (4 visits count as 1 benefit day towards 365 day limit) in each calendar year if the visits are provided under the following conditions:

The patient must be under the care of a physician who has approved in writing a home care plan for the patient.

The home health care visits are provided only for as long as the patient would have required hospitalization in a hospital or confinement in a skilled nursing facility if the home health care visits were provided.

The home health care visits are provided by a hospital, or a nonprofit or public home health agency, certified under the Public Health Law of the State of New York to provide home health services.

"Home Health care" consists of the following services:

Part-time or intermittent home nursing care by, or under the supervision of, a registered nurse.

Part-time or intermittent home health aide services which primarily involve care for the patient.

Physical or occupational or speech therapy if provided by the same home health agency which is otherwise providing care for the patient.

Medical supplies, drugs and medications prescribed by a physician which would be provided if the patient were in a hospital.

The same laboratory services provided by or on behalf of a home health agency certified under the Public Health Law of the State of New York as the patient would be entitled to receive as an inpatient.

SECTION 35: HOSPICE CARE

365 days coverage per calendar year.

SECTION 36: CITY OF ELMIRA BASIC MEDICAL AND MAJOR MEDICAL PROGRAM

Basic Benefits-which are those benefits for which specified allowances are paid in accordance with the CBP contract and schedule. These benefits are paid as first dollar benefits and are not subject to the Program's deductible and co-insurance.

Major Medical Benefits-which are those benefits that are paid on the basis of BC/BS's determination of allowed charges and are subject to the deductible and co-insurance features of the Program. If a subscriber incurs Basic Benefit expenses that are greater than the CBP schedule of allowances, the difference between the scheduled allowance and BC/BS's determination of the doctor's reasonable and customary charge is considered a Major Medical expense.

DEDUCTIBLE

All Major Medical expenses are subject to \$100 per person per calendar year deductible with a family maximum of \$300. The carryover period is the last three months of the year-October, November and December. If the deductible is not met prior to October 1, and expenses are incurred during the carryover period, the following will apply:

If by September 30 the deductible has not been met, any expenses incurred during the last quarter beginning October 1 that are applied to meet the deductible are to be applied to the following year's deductible, even though the entire deductible may have been satisfied in the last quarter of the year.

CO-INSURANCE

-Outpatient Lab & X-rays	Covered in Full	Covered in Full	Covered in Full	80% of average in-network hospital payment
-Outpatient Mammogram screening/Pap smear	Covered in Full	Covered in Full	Covered in Full	80% of average in-network hospital payment
-Hospice Care	Covered in Full -365 Days	Covered in Full - 365 Days	Covered in Full- 365 Days	Covered in Full- 365 Days- 80%
-Ambulance	Covered in Full	Covered in Full	Out of Network Benefit Only	Covered in Full
- Outpatient Alcohol/Substance Abuse	NYS Mandate - 60 Visits per cal year in certified & accredited facility- Covered in Full	NYS Mandate - 60 Visits per calendar year in certified & accredited facility- Covered in Full	NYS Mandate - 60 Visits per calendar year in certified & accredited facility- Covered in Full	NYS Mandate - 60 Visits per calendar year in certified & accredited facility - 80%
Home Health Care	365 visits per year	365 visits per year	365 visits per year	365 visits per year -80%
Kidney Dialysis	Covered in Full	Covered in Full	Covered in Full	80% of average in-network hospital payment
Prescription Drugs -Retail Mail order	\$0 Generic/\$7 Brand \$1 Generic/\$3 Brand	\$0 Generic/\$7 Brand \$1 Generic/\$3 Brand	\$0 Generic/\$7 Brand \$1 Generic/\$3 Brand	\$0 Generic/\$7 Brand \$1 Generic/\$3 Brand
MEDICAL/SURGICAL SERVICES				
Surgery & Surgical Assistant (In & Out of Hospital)	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Anesthesia	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
X-rays & Lab - Including Mammogram + Pap Smear	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
In-Hospital Medical Care	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Consultations (In & Out of Hospital)	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance

Second Surgical Opinion	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Well Child Care - NYS Mandate (birth to age 19)	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Maternity	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Radiation Therapy & Chemotherapy	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Kidney Dialysis	Covered in Full (select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Out Patient Mental	Covered in Full (Select Blue Allowance) 30 visits per year/60 visits per lifetime	Select Blue Allowance + balance can roll to master Medical - subject to ded & coinsurance 30 visits/yr 60 visits per lifetime	GHI Allowance - 30 visits per year/60 visits per lifetime - Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
MASTER MEDICAL				
Deductible (Family = Aggregate Ded)	None	\$100 Individual \$300 Family	None	\$100 Individual \$300 Family
Coinsurance	None	80% to \$2,000 then 100% up to UCR	None	80% to \$2,000 then 100% up to charges
Maximum	None	\$1,500,000	None	\$500,000
Private Duty Nursing	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	Out of network benefit only	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance

Chiropractic	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed change subject to deductible & coinsurance
Allergy Care	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - 16 visits - Covered in Full	Base medical coverage + difference between base & GHI allowed change subject to deductible & coinsurance
Physical Therapy	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - 8 visits - Covered in Full	Base medical coverage + difference between base & GHI allowed change subject to deductible & coinsurance
Occupational Therapy	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - 8 visits - Covered in Full	Base medical coverage + difference between base & GHI allowed change subject to deductible & coinsurance
Office Medical Care	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed change subject to deductible & coinsurance
Diabetic Supplies & Equipment	Covered in Full (Select Blue Allowance)	Covered in Full (Select Blue Allowance)	Covered in Full	Base medical coverage + difference between base & GHI allowed change subject to deductible & coinsurance
Annual Physical Exam	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to deductible & coinsurance up to UCR.	GHI Allowance - Covered in Full	Base medical coverage + difference between base & GHI allowed change subject to deductible & coinsurance
Covered Medical Supplies	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to deductible & coinsurance up to UCR.	GHI Allowance - Covered in Full	Balances can roll to Extended Medical up to charges subject to deductible & coinsurance
Durable Medical Equipment	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR. *See M.O.U.*	GHI Allowance - Covered in Full	Covered in Full

Speech Therapy	Covered in Full (Select Blue Allowance)	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR.	GHI Allowance - 10 VISITS - Covered in Full	base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Routine Foot Care -4 Visits per Year	Covered in Full (Select Blue Allowance) via EBS	Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR	Covered in Full	Base medical coverage + difference between base & GHI allowed charge subject to deductible & coinsurance
Home Infusion Therapy	Covered in Full as part of Home Health Care	Covered as part of Home Health Care - Select Blue Allowance + balance can roll to Master Medical subject to ded & coinsurance up to UCR	Not Covered	Not Covered

Student to age 25 - end of month
 Dependent to 25 - end of year

*All State Mandates Apply.

As supplied by the RFP, the above benefit comparison is based on our interpretation of the GHI benefit charts, and do not guarantee their accuracy.

NOTE:

TERMINOLOGY

Blue Cross (Hospital - In and Out) = GHI Base Hospital Coverage - Blue Cross providers (local and nationwide) agree to accept the Blue Cross payment as Paid In Full for covered services

Blue Shield (Select Blue) = GHI CBP Schedule of allowance - Blue Shield participating providers (local and nationwide) agree to accept the Blue Shield payment as Paid in Full for covered services.

APPENDIX "2"

**MEMORANDUM OF UNDERSTANDING BETWEEN
ELMIRA PROFESSIONAL FIRE FIGHTERS LOCAL 709
AND
CITY OF ELMIRA**

This Memorandum of Understanding dated March 14, 2005, memorializes the Agreement of the City of Elmira (hereinafter "City"), by its City Manager, and Local 709 of the Elmira Professional Firefighter's Association (hereinafter "Local 709"), by its President, as follows:

WHEREAS, Local 709 is the recognized bargaining unit for paid professional firefighters in the City of Elmira, and

WHEREAS the Collective Bargaining Agreement between the City of Elmira and Local 709 permits the City of Elmira, at its discretion, to change health insurance carriers so long as the change does not diminish agreed benefit levels, and

WHEREAS the health insurance benefits available to Local 709 are set forth in Article 35 and Appendix 1 of Annex G of the Collective Bargaining Agreement, and

WHEREAS, due to exigencies of time, the City has not been able to secure from BlueCross/BlueShield binding representations that the coverages presently available to members of Local 709 will be continued upon the City's transfer of its health insurance portfolio from GHI to BlueCross/BlueShield, and

WHEREAS, time is of the essence,

NOW, THEREFORE, the parties memorialize their understanding as follows:

1. The City intends to transfer its health insurance portfolio from GHI to BlueCross BlueShield.
2. The City and Local 709 have not received from BlueCross BlueShield formal documents committing BlueCross/BlueShield to continued present coverages as set forth in Article 35 and Appendix 1 of Annex G of the Collective Bargaining Agreement.
3. The City agrees, subsequent to the referenced transfer, that to the extent that bills for covered goods and services set forth in Article 35 and Appendix 1 of Annex G are not honored by BlueCross/BlueShield, the City will pay same upon presentation to the City Manager or his designee.

IN WITNESS WHEREOF, the parties by their signatures acknowledge their agreement this 14th day of March, 2005.


William R. Wheeler, President, Local 709


Samuel Iraci, City Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 28 day of February, 2006, by and between the following parties:

THE CITY OF ELMIRA, NEW YORK, a municipal corporation having its principal office at 317 East Church Street, Elmira, New York 14901 (hereinafter referred to as "City")

and

THE ELMIRA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 709, ELMIRA, NEW YORK, (hereinafter referred to as "EPFFA")

WITNESSETH:

WHEREAS, Annex G and Appendix 1 thereto constitute a Memorandum of Understanding dated December 8, 2003, between the City of Elmira (hereinafter referred to as "City") and Local 709 of the Elmira Professional Firefighters' Association (hereinafter referred to as EPFFA), and

WHEREAS, Annex G and Appendix 1 thereto describe, among other things, the health insurance benefits enjoyed by the members of EPFFA, and

WHEREAS, a dispute has arisen between the City and EPFFA as to the City's obligation to pay for durable medical equipment upon the recent transfer of health insurance coverage from GHI to Blue Cross Blue Shield, and

WHEREAS, said dispute was grieved and scheduled for an arbitration under the auspices of the American Arbitration Association to be held in the City of Elmira on Wednesday, December 7, 2005, and

WHEREAS, the parties have resolved the dispute among themselves without the need for a formal adjudication and now wish to spread their agreement upon the record,

NOW, THEREFORE, it is agreed by and between the parties that the grievance of EPFFA dated May 20, 2005, is withdrawn by EPFFA upon the agreement of the City of Elmira as to the following:

1. The City acknowledges that GHI covered in full the cost of durable medical equipment, whether purchased from an in-network provider or an out-of-network provider;
2. Upon the transfer of coverage from GHI to Blue Cross Blue Shield, the City acknowledges that Blue Cross Blue Shield will pay the cost of durable medical equipment provided by a participating (in-network) provider to the extent of the payment schedule negotiated between Blue Cross Blue Shield and said participating providers. Said payment shall be payment in full;

3. The City further acknowledges that with respect to durable medical equipment purchased from a non-participating (out-of-network) provider, Blue Cross Blue Shield will only pay the allowance it would customarily pay a participating (in-network) provider. However, the City agrees to be fully and exclusively responsible for the difference between Blue Cross Blue Shield's customary allowance and the sum charged by the non-participating (out-of-network) provider;
4. Both active and retired members of EPFFA will submit bills for durable medical equipment purchased from non-participating (out-of-network) providers to both Blue Cross Blue Shield and the City of Elmira;
5. Except to the extent herein modified, the terms and provisions of Annex G and Appendix 1 thereto are reaffirmed in their entirety;
6. To the extent that this agreement inures to the benefit of any EPFFA retiree, both the level of the benefit and the co-pay or deductible of the obligation for the retiree will be determined by the level of benefits in force on the date of the member's retirement. This reference is to verify the level of benefits for past retirees. The City does not acknowledge the EPFFA has the right to negotiate for retirees. EPFFA asserts that it has the right to enforce benefits granted retirees under the terms of applicable collective bargaining agreements. The issue is presently awaiting resolution by binding arbitration;
7. Nothing herein will be deemed an admission or be offered by any party hereto within the context of the pending dispute between the same parties dealing with the City's claimed obligation to reimburse retiree's Medicare premiums.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this 28 day of February, 2006.

CITY OF ELMIRA, NEW YORK

By 

RES. NO. 2006-95

**THE ELMIRA PROFESSIONAL
FIREFIGHTERS' ASSOCIATION OF
ELMIRA, NEW YORK**

By 
William Wheeler, President of EPFFA, Local 709

